

**REINSTATEMENT AND AMENDMENT OF
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT made as of the 15th day of OCTOBER 2014

in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the DEPARTMENT OF HUMAN SERVICES (hereinafter referred to as "**GOVERNMENT**") and Molina Information Systems, LLC d/b/a Molina Medicaid Solutions (hereinafter referred to as "**CONTRACTOR**").

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to Contract No. PC123DOH12 approved by the Governor on October 5, 2012 (hereinafter referred to as the "Contract"), the

Government contracted with CONTRACTOR to provide Information Technology Services including the development and operation of the Government's Medicaid Management Information System; and

WHEREAS, the contract expired pursuant to its terms on March 31, 2014; and

WHEREAS, the parties desire to reinstate the Contract, and to further amend the Contract to extend its terms until August 31, 2015 upon approval by the Governor; and

WHEREAS, the reinstatement and extension of the Contract pursuant to this reinstatement of Professional Services Contract shall not result in any change to the scope of work provided for under the Contract and shall not require an increase to the compensation originally provided for under the Contract.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

PC003DHS15

TERMS AND CONDITIONS

1. The Contract, is hereby reinstated and its terms until August 31, 2015 upon approval of the Governor.
2. This reinstatement of the Professional Service Contract is subject to the approval of the Governor of the Virgin Islands.
3. Except as expressly amended in this Reinstatement and Amendment of Professional Services Contract, all terms of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESS

Michael Thompson
Lisa Hill

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]
Commissioner
Department of Human Services

10/07/2014
Date

[Signature]
Commissioner
Department of Property and Procurement

10/10/14
Date

WITNESS

J.A. Barnett

CONTRACTOR

[Signature]
Molina Information Systems LLC

10-02-2014
Date

APPROVED:

[Signature]
John P. DeJongh, Jr.
Governor of the Virgin Islands

Date: 10/14/2014

Approved For Legal Sufficiency Department of Justice

By: [Signature]

Date: 10-9-14

PC003DHS15

PROFESSIONAL SERVICES CONTRACT

BY AND BETWEEN
GOVERNMENT OF THE VIRGIN ISLANDS,
DEPARTMENT OF PROPERTY & PROCUREMENT
ON BEHALF OF
DEPARTMENT OF HEALTH
AND
Molina Information Systems, LLC
d/b/a
Molina Medicaid Solutions

THIS AGREEMENT is made this 15th day of October, 2012 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property & Procurement on behalf of the Department of Health (hereinafter referred to as "**Government**") and Molina Information Systems, LLC, a Delaware limited liability company, d/b/a Molina Medicaid Solutions (hereinafter referred to as "**Contractor**").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to provide technical assistance in conducting Medicaid claims processing and management, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government wishes that the Contractor provide the licensed materials and services described herein on Government's behalf.

WHEREAS, the Contractor represents that it is willing and capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES.** Contractor will provide the services (the "**Services**") described in Addendum I (Scope of Services) attached hereto and made a part of this Contract. The Services shall be performed in accordance with the Service Levels set forth in Addendum VI. The licenses necessary for the provision of the Services are detailed in Addendum V.
2. **TERM.** This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall continue until March 31, 2014. The Government shall have two (2) one (1) year options to renew if Contractor is still providing services to the Host (as defined in Addendum IV). The contract will be co-terminus with the contract between the State of West Virginia Department of Health and Human Resources, Bureau for Medical Services and Molina Information Services LLC.
3. **COMPENSATION.** The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor

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- such amounts specified in Addendum II (Compensation) for a total amount, inclusive of the Option Years, **NOT TO EXCEED THIRTEEN MILLION THREE HUNDRED SIXTY THOUSAND ONE HUNDRED NINETY FIVE AND NO/100 (\$13,360,195.00) DOLLARS**, in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.
4. **TRAVEL EXPENSES.** Inclusive to the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed **THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$335,000.00).**"
 5. **RECORDS.** The Contractor, on a monthly basis, will provide project reports detailing the progress made towards the goals, objectives and deliverables as outlined in the Scope of Services set forth in Addendum I. Upon the Government's request, Contractor will present complete auditable records related to the Services performed hereunder. The Government agrees to treat such information as the proprietary information of Contractor and shall not disclose such information to third parties without either (a) the Contractor's permission; or (b) a court order compelling such disclosure.
 6. **PROFESSIONAL STANDARDS.** The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.
 7. **DOCUMENTS, PRINTOUTS, ETC.** For purposes of this Agreement, all documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall be referred to herein as the "**Documentation**." To the extent that Documentation contains Contractor's proprietary information, (the "**Licensed Documentation**"), such Licensed Documentation shall be licensed by Contractor to the Government for the Government's internal use with the Services, and such license shall be coterminous with the Services (including transition services). All other Documentation shall become the property of the Government and shall be turned over to it at the termination of this Contract. For purposes of this Agreement, Except for Licensed Documentation, Documentation shall not be used by Contractor or by any other person or entity except upon the written permission of the Government. Contractor agrees to return all data used or collected in the provision of Services to the Government within 60 days of the expiration or termination of this Agreement. Such data shall be returned in a reasonable, mutually agreed-upon format, which allows Government to read, understand, use, access, manipulate, copy and print such data. Contractor shall be reasonably reimbursed for its efforts to provide such information.
 8. **LIABILITY OF OTHERS.** Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations or

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- corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.
9. **ASSIGNMENT.** The Contractor shall not subcontract or assign any part of the Services under this Contract without the prior written consent of the Government, not to be unreasonably withheld.
10. **CONTRACTOR'S INDEMNIFICATION.** Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character (collectively, the "**Losses**") which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from Contractor's gross negligence or willful misconduct. Notwithstanding the foregoing, Government shall not seek from Contractor any indemnity or damages for any Losses caused by Contractor's following of Host's express directions, provided that (a) the Government was timely informed of such changes through the notification procedure set forth herein no less than ten (10) days prior to them being made, and (b) nothing herein prevents the Government from commencing actions against the Host regarding such express directions.
11. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent Contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.
12. **GOVERNING LAW.** This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.
13. **WAIVERS AND AMENDMENTS.** No waiver, modification or amendment of any term, condition or provision of this contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.
14. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties hereto and all prior understanding or communications, written or oral, with respect to the Project which is the subject matter of this Contract, are merged herein.
15. **RIGHT TO WITHHOLD.** If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy

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such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

16. **CONDITION PRECEDENT.** This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.
17. **TERMINATION.** Either party will have the right to terminate this Contract with or without cause on ninety (90) days written notice to the other party specifying the date of termination.
18. **PARTIAL TERMINATION.** The performance of Services under this Contract may be partially terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or Services under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for Services provided to the date of termination, including payment for the period of the thirty (30) day notice.
19. **NON-DISCRIMINATION.** No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.
20. **CONFLICT OF INTEREST.**
 - (a) Contractor covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
 - (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;

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- (ii) not made, negotiated or influenced this contract, in its official capacity;
- (iii) no financial interest in the contract as that term is defined in section 1101 (1) of said Code chapter.
21. **EFFECTIVE DATE.** The effective date of this contract shall be the day of execution of the contract by the Governor.
22. **NOTICE.** Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:
- | To Government: | To Contractor: |
|--|---|
| Lynn A. Millin Maduro, Esq.
Commissioner
Dept. of Property and Procurement
Sub Base, Building #1, Third Floor
St. Thomas, Virgin Islands 00802
340.774.0828 | William Dixon
Contract Manager
Molina Information Systems, LLC
2282 Killearn Center Blvd, Suite D
Tallahassee, FL 32309
850-893-6954
william.dixon@molinahealthcare.com |
| with a copy to: | with a copy to: |
| Darice S. Plaskett, RN, MSA, FACHE
Acting Commissioner
Department of Health
1303 Hospital Ground, Suite 10
St. Thomas, Virgin Islands 00802
340.774.0017 | Molina Information Systems, LLC
Attn: General Counsel
200 Oceangate, Suite 100
Long Beach, CA 90802
562-435-3666 |
23. **LICENSURE.** Contractor covenants that it has:
- (a) obtained all of the applicable business licenses or permits, permanent, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.
24. **FALSE CLAIMS.** Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.
25. **NOTICE OF FEDERAL FUNDING.** Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to

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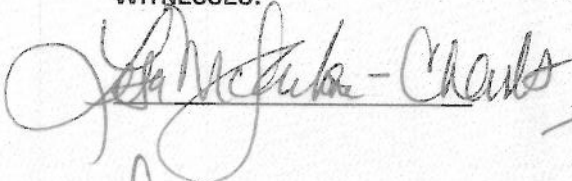
this Contract, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

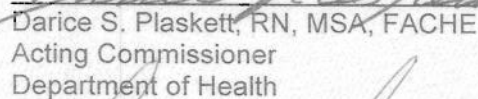
26. **DEBARMENT CERTIFICATION.** By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.
27. **OTHER PROVISIONS.** Addendums I-III, V, VI and Addendum IV attached hereto containing Paragraphs 28 through 42 are made a part of this Contract, and are incorporated herein by reference. Subject to the terms and conditions of the contract and its addendums, the IAPD has precedence followed by the Operations Framework and the Solutions Framework documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS


Darice S. Plaskett, RN, MSA, FACHE
Acting Commissioner
Department of Health

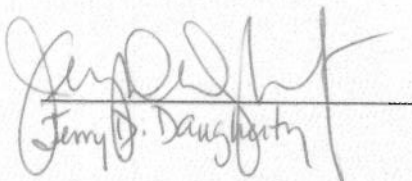

Lynn A. Millin Maduro, Esq.,
Commissioner
Department of Property and Procurement

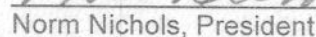
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Date

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Date

CONTRACTOR:

MOLINA INFORMATION SYSTEMS, LLC
(FEIN: 271510177)


Norm Nichols, President


Norm Nichols, President

10/3/2012
Date

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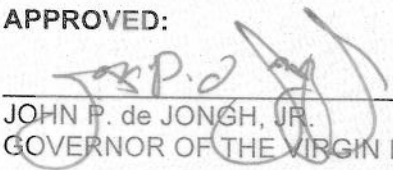
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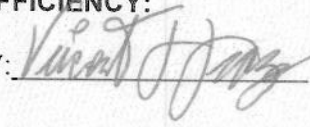
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APPROVED:


JOHN P. de JONGH, JR.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 10/5/12

APPROVED AS TO LEGAL SUFFICIENCY:

DEPARTMENT OF JUSTICE BY:  Date: 10/5/12

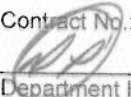
MED. NO.

ACCOUNT CODE NO.

A. CERTIFICATE OF APPROVAL

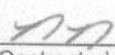
I hereby certify that this is a true and exact
copy of Contract No. _____
entered into between The Department of
Property and Procurement and MOLINA
INFORMATION SYSTEMS, LLC.

Lynn A. Millin Maduro, Commissioner
Department of Property and Procurement

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